

TIPPECANOE COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
JUNE 3, 2002

The Tippecanoe County Commissioners met on Monday, June 3, 2002 at 9:00 A.M. in the Tippecanoe Room in the County Office Building. Commissioners present were: Vice President KD Benson, and Member Ruth E. Shedd; Auditor Robert A. Plantenga, Commissioners' Assistant Jennifer Weston, County Attorney David W. Luhman, and Secretary Pauline E. Rohr. (President John L. Knochel was absent.)

Vice President Benson called the meeting to order and led the Pledge of Allegiance.

APPROVAL OF MINUTES

Commissioner Shedd moved to approve the minutes of the May 14, 2002 Special Joint Meeting with the County Council and May 20, 2002 Regular Meeting as distributed, seconded by Commissioner Benson; motion carried.

APPROVAL OF CLAIMS

- Upon the recommendation of Commissioners' Assistant Weston, Commissioner Shedd moved to approve the Claims for the periods ending May 24, 2002, May 31, 2002, and June 3, 2002 as submitted, seconded by Commissioner Benson; motion carried.

HIGHWAY: Executive Director Mark Albers

PROFESSIONAL SERVICES AGREEMENT: The Schneider Corporation

Mr. Albers explained that this Agreement is to design improvements to South River Road consisting of adding a 5' shoulder to each side of the roadway and resurfacing the existing travel lanes from CR 300 W to US 231 for an amount not-to-exceed \$94,000.

- Commissioner Shedd moved to approve the Professional Services Agreement with The Schneider Corp. for design services for an amount not-to-exceed \$94,000, seconded by Commissioner Benson; motion carried.

BIDS OPENED: 2002 Bridge Rehabilitation Project

Attorney Luhman opened and read the bids from the following;

Wirtz & Yates, Inc.	Bid Bond	\$695,823.50
Atlas Excavating, Inc.	Bid Bond	\$619,507.81
Jack Isom Construction Co., Inc.	Bid Bond	\$640,439.04

Mr. Albers said the Engineer's original estimate was \$650,000, but he does not have a revised estimate after a project was withdrawn.

- Commissioner Shedd moved to take the bids under advisement, seconded by Commissioner Benson; motion carried.

AWARD SIGN QUOTE: Opened May 20, 2002

Mr. Albers recommended awarding the Sign Quote to Hall Signs, Inc. with the low quote of \$4,298.31.

- Commissioner Shedd moved to award the Sign Quote to Hall Signs, Inc., seconded by Commissioner Benson; motion carried.

CERTIFICATES OF INSURANCE

- ♦ Indiana Insurance Company for Jim Kiracofe Enterprises Inc dba Cathedral Homes
- ♦ Century Surety Co., Continental Casualty Company for Craftech Building System, Inc DBA Heckaman Homes
- ♦ St Paul Fire and Marine Ins Co, Zurich American Ins. Company, National Union Fire Ins Co PA for Milestone Contractors, L.P.
- ♦ St Paul Fire and Marine Ins Co, Zurich American Ins. Company, National Union Fire Ins Co PA for Milestone Contractors, L.P.
- ♦ Travelers Insurance Company, Liberty Mutual for Lykowski Construction, Inc.
- ♦ Allied Group Insurance for Vauters Custom Builders Inc

JAIL EXPANSION UPDATE: Kettelhut Representative Steve Habben

Mr. Habben reported:

Roofing is completed on the Holding and Cell Pod areas.

Masonry work is complete on the Holding area, but is currently at a standstill on the Cell Pod due to picketing by masonry workers.

Reroofing of the existing Jail will begin this week.

Mechanical systems have been delivered and installation should begin this week.

ORDINANCE 2002-21-CM: UZO Amendment #29

- Commissioner Shedd moved to hear and approve Ordinance 2002-21-CM, seconded by Commissioner Benson.

(quote)

May 16, 2002

Ref. No. 02-274

Tippecanoe County Commissioners
20 North 3rd Street
Lafayette, IN 47901

Attn: Tippecanoe County Auditor

CERTIFICATION

RE: **UZO AMENDMENT # 29:** An ordinance amending Chapters 1, 4, 6 and the appendix to permit and specify requirements for rural outdoor advertising signs.

Dear County Commissioners:

As Secretary Pro Tempore to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on May 15, 2002, the Area Plan Commission of Tippecanoe County voted 13 yes - 0 no on the motion to approve the enclosed UZO amendment. Therefore, the Area Plan Commission of Tippecanoe County recommends to the Tippecanoe County Commissioners that the proposed zoning ordinance amendment be APPROVED.

Sincerely,
/s/James D. Hawley
Executive Director

ORDINANCE NO. 2002-21-CM

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF
TIPPECANOE COUNTY, INDIANA, NO. 97-51-CM

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA, THAT THE UNIFIED ZONING ORDINANCE, BEING A SEPARATE ORDINANCE AND NOT PART OF A UNIFIED COUNTY CODE IS HEREBY AMENDED AS FOLLOWS:

Section 1: Change **1-10-2**, WORDS AND TERMS DEFINED, of **1-10** DEFINITIONS, of **CHAPTER 1**, GENERAL PROVISIONS, by adding definitions of "Federal Aid Primary Highway," "National Highway System," "rural outdoor sign" and "urban area" to read:

FEDERAL-AID PRIMARY HIGHWAY. Any highway on the Federal-aid primary system in existence on June 1, 1991 as defined in 23 USC, and any highway which is not on such system but which instead is on the **National Highway System** as defined in section 23 U.S.C. 103(b) and 104(c) of ISTEA. (See Appendix F-2)

NATIONAL HIGHWAY SYSTEM. The system of highways designated and defined in 23 U.S.C. 103(b). (See Appendix F-2)

RURAL OUTDOOR SIGN. Any **sign** that is a freestanding device, fixture or placard that uses any color, form, graphic, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public and which is:

- (1) located only on A, AA, or AW zoned property;
- (2) unrelated to the property on which it is erected and maintained;
- (3) 6 sq. ft. or less;
- (4) placed outside the boundaries of the **urban area** as defined by this ordinance;
- (5) not located within sight of any **Federal-Aid Primary Highway**, any road on the **National Highway System**, or Interstate System (See Appendix F-2);
- (6) not located within sight of any **road** designated as requiring a special **setback** in Section 4-4-3(a); and
- (7) not in any public **right-of-way**.

URBAN AREA. Land that falls within:

- (1) the 2000 urbanized area designated by the United States Bureau of Census (See Appendix F-1); or
- (2) an incorporated city or town.

Section 2: Change **4-8-3**, SIGNS ALLOWED ON PRIVATE PROPERTY WITH AND WITHOUT PERMITS, of **4-8**, SIGNS, of **CHAPTER 4**, ADDITIONAL USE RESTRICTIONS, by adding new subsection (d) to read:

- (d) **Rural outdoor signs** are the subject of 4-8-12 below. Other than the provisions of 4-8-2(a) and (b), 4-8-4, 4-8-12, and 4-8-15 the provisions of 4-8-2 through 4-8-16 do not apply to **rural outdoor signs**.

Section 3: Renumber **4-8-12** through **4-8-18** of **4-8**, SIGNS, of **CHAPTER 4**, ADDITIONAL USE RESTRICTIONS and in TABLE OF CONTENTS, to **4-8-13** through **4-8-19**, and add a new section **4-8-12** to read:

4-8-12 RURAL OUTDOOR SIGNS:

Rural outdoor signs are permitted only in areas zoned A, AA, and AW subject to the following regulations:

- (a) *Permitted Distance.* A **rural outdoor sign** shall be erected and maintained only on property zoned A, AA, or AW. Every **rural outdoor sign** must be located within 2 miles of the property being advertised. This distance is measured radially.
- (b) *Permitted Locations.* A **rural outdoor sign** shall not:
 - (1) be located in any utility, access or drainage **easement**;
 - (2) obstruct the use of sidewalks, walkways, biking, or hiking trails;
 - (3) obstruct the use of drainage ditches, swales or other drainage facilities;
 - (4) obstruct the visibility of vehicles, pedestrians or traffic control signs or devices;
 - (5) be placed within 92 feet of **street** intersections, measured parallel to the **right-of-way** from the center of the intersection.
 - (6) be illuminated either externally or internally;
 - (7) exceed more than 3 between arterial intersections as shown on the *Thoroughfare Plan* element of the adopted *Comprehensive Plan*, and;
 - (8) be within 10 feet of another **rural outdoor sign**.
- (c) *Size Computation.* The method for computing a **rural outdoor sign**'s size is defined in 4-8-2-a and 4-8-2-b above.
- (d) *Height.* The total height shall not exceed 5 feet from the top of the **sign** to the ground immediately beneath the **sign**. The ground immediately beneath the **sign** shall not be raised to affect the measured height of the **sign**.
- (e) *Setback.* The leading edge of every **rural outdoor sign** shall be located no closer than 5 feet to the edge of the nearest **right-of-way**.
- (f) *Number Permitted per Piece of A-, AA-, or AW-zoned Property.* Each A-, AA-, or AW-zoned property shall not support more than 3 **rural outdoor signs** at any one time.
- (g) *Number of Signs per Permittee.* Each individual, business, corporation, organization, or entity **rural outdoor sign** permittee shall not have more than 4 **rural outdoor signs** within Tippecanoe County, referencing any one subject or location, in any calendar year. Any **rural outdoor sign** referencing another **rural outdoor sign** is deemed to be the same subject or location as the **sign** directed to.
- (h) *Time Allowed.* Each **rural outdoor sign** shall be valid for a period not to exceed 120 continuous days.
- (i) *Procedural Requirements.*
 - (1) **Rural outdoor signs** may only be erected after the **administrative officer** having jurisdiction over the proposed location of the **rural outdoor sign** has issued an **improvement location permit**.
 - (2) The permit application shall include:
 - (A) The name, address and telephone number of the individual and/or entity applying for the **rural outdoor sign** permit;
 - (B) The name, address and telephone number of the individual or entity owning the A-, AA-, or AW-zoned property upon which the **rural outdoor sign** is to be located;
 - (C) Notarized consent of the individual or entity owning the A-, AA-, or AW-zoned property upon which the **rural outdoor sign** is to be located;
 - (D) An accurate, to-scale drawing or depiction of the proposed **rural outdoor sign** detailing its size and manner of construction;
 - (E) The proposed beginning and ending dates for erecting and maintaining the **rural outdoor sign**; and
 - (F) An accurate, to-scale **site plan** indicating the proposed location of the requested **rural outdoor sign** and the locations of any and all other **rural outdoor signs** located on the A-, AA-, or AW-zoned property that is the proposed location for the requested **rural outdoor sign**.

Section 4: Change **6-2**, PERMITTING PROCESS, of **CHAPTER 6**, ADMINISTRATION, by adding new section to read:

6-2-9 ADDITIONAL REQUIREMENTS FOR RURAL OUTDOOR SIGNS:

- (a) The filing fee in 6-2-6-a and 6-2-6-c also applies to permit applications for **rural outdoor signs**;
- (b) If approved, a permit fee of \$10 per **sign** shall be assessed prior to issuing any **improvement location permit** for a **rural outdoor sign**;
- (c) The process for issuing a **rural outdoor sign** permit shall be as found in 6-2-1 and 6-2-2.
- (d) Each **rural outdoor sign** shall display its permit number with date of activation and expiration;
- (e) When the required information regarding permit number and activation and expiration dates is missing or illegible, the **improvement location permit** authorizing that **rural outdoor sign** is void.

Section 5: This ordinance shall be in full force and effect from and after its passage.

(Adopted And Passed) (Denied) by the Board Of Commissioners of Tippecanoe County, Indiana, this 3rd day of June, 2002.

VOTE:

_____	_____
	John Knochel, President
_____	_____
	KD Benson, Vice President
_____	_____
	Ruth Shedd, Member

ATTEST:

Robert A. Plantenga, Auditor

(unquote)

Area Plan Assistant Director Sallie Fahey explained that this Ordinance resulted from requests from rural businesses to allow them to advertise their businesses off-site in places conducive to attracting customers. After summarizing the Ordinance, she noted that it is content neutral and therefore does not just apply to rural businesses. She said they have asked that all other jurisdictions pass the Ordinance so it will be unified.

Auditor Plantenga recorded the vote:

KD Benson	Yes
Ruth Shedd	Yes
John Knochel	Absent

- The motion to approve Ordinance 2002-21-CM passed 2 – 0.

ORDINANCE 2002-22-CM: Z-2069, John & Ruby Tsao, Trustees A to R1

- Commissioner Shedd moved to hear and approve Ordinance 2002-22-CM, seconded by Commissioner Benson.

(quote)

May 16, 2002
Ref. No.: 02-282

Tippecanoe County Commissioners
20 N 3rd Street

Lafayette, IN 47901

Attn: Tippecanoe County Auditor

CERTIFICATION

RE: **Z-2069-GEORGE & RUBY TSAO, TRUSTEES, (A TO R1):**
Petitioners are requesting the rezoning of 3 tracts (divided and delineated by an as yet not certified flood plain) totaling 40.209 acres located at the southwest corner of CR 450 N and CR 300 W (Miller Road) Wabash 34 (SE) 24-5.

Dear County Commissioners:

As Secretary Pro Tempore to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on May 15, 2002, the Area Plan Commission of Tippecanoe County voted 11 yes - 2 no on the motion to rezone the subject real estate from A to R1. Therefore, the Area Plan Commission of Tippecanoe County recommends to the Tippecanoe County Commissioners that the proposed rezoning ordinance be APPROVED for the property described in the attachment.

Public Notice has been given that this petition will be heard before the Tippecanoe County Commissioners at their June 3, 2002 regular meeting.

Sincerely,
/s/James D. Hawley
Executive Director

ORDINANCE NO. 2002-22-CM

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF TIPPECANOE COUNTY, INDIANA, TO REZONE CERTAIN REAL ESTATE FROM TO A TO R1

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TIPPECANOE, INDIANA;

Section 1. The Unified Zoning Ordinance of Tippecanoe County, Indiana, being a separate ordinance not a part of the unified county code, is hereby amended to rezone the following described real estate situated in Wabash Township, Tippecanoe County, Indiana, to-wit:

PART 2 LEGAL DESCRIPTION REVISED

A part of the East Half of the Southeast Quarter of Section 34, Township 24 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 34; thence North 00°05'30" West along the East line of said Quarter Section and approximate centerline of County Road 300 West, a distance of 845.93 feet; thence North 89°41'38" West, a distance of 386.09 feet to the point of beginning; thence North 10°48'29" West, a distance of 161.47 feet; thence North 09°36'50" West a distance of 95.87 feet; thence North 02°51'54" West, a distance of 68.00 feet; thence North 89°41'38" West, a distance of 209.90 feet; thence North 00°05'30" West, a distance of 293.60 feet; thence North 56°58'34" West, a distance of 88.16 feet; thence North 62°25'48" West, a distance of 98.56 feet; thence North 59°28'31" West, a distance of 64.76 feet; thence North 53°17'49" West, a distance of 45.84 feet; thence North 14°57'16" West, a distance of 47.65 feet; thence North 19°4'44" West, a distance of 53.13 feet; thence North 37°13'08" West, a distance of 65.08 feet; thence North 24°

22'58" West, a distance of 81.27 feet; thence North 46°56'13" West, a distance of 69.76 feet; thence North 57° 54'40" West, a distance of 47.55 feet; thence South 00°47'32" East, a distance of 409.22 feet; thence South 89° 12'28" West, a distance of 245.00 feet; thence South 00°47'32" East, a distance of 647.19 feet; thence South 89° 41'38" East, a distance of 938.10 feet to the point of beginning containing 13.444 acres more or less.

PART 3 LEGAL DESCRIPTION REVISED

A part of the East Half of the Southeast Quarter of Section 34, Township 24 North, Range 5 West, Wabash Township, Tippecanoe County, Indiana more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 34; thence North 00°05'30" West along the East line of said Quarter Section and approximate centerline of County Road 300 West, a distance of 845.93 feet to the point of beginning; thence North 89°41'38" West, a distance of 47.91 feet; thence North 43° 19'29" West, a distance of 139.25 feet; thence North 15°12'29" West, a distance of 228.30 feet; thence South 89° 41'38" East, a distance of 202.83 feet; thence South 00°05'30" East a distance of 320.78 feet to the point of beginning containing 1.095 acres more or less.

Section 2. The real estate described above should be and the same is hereby rezoned from A to R1.

Section 3. This ordinance shall be in full force and effect from and after its passage.

(Adopted and Passed) (Denied) by the Board of Commissioners of Tippecanoe County, Indiana, this 3rd day of June, 2002.

VOTE:

John Knochel, President

KD Benson, Vice President

Ruth Shedd, Member

ATTEST:

Robert A. Plantenga, Auditor

(unquote)

Representing the petitioners, Attorney John McBride requested a zoning change from A to R1 for 3 tracts containing 40.209 acres. Designated flood plain, not included in the rezone request, cuts diagonally through the acreage but Mr. McBride thinks this will enhance the ambiance because it will not be developed. The area to the east is zoned R1 and the area to the west is zoned PDRS. Because the rezone area is wooded, he said the petitioners are committed to utilizing the trees to create an ambiance for the subdivision. American Suburban Utilities and Indiana-American Water have indicated they can serve the area.

Auditor Plantenga recorded the vote:

Ruth Shedd	Yes
KD Benson	Yes
John Knochel	Absent

- The motion to approve Ordinance 2002-22-CM passed 2 – 0.

MTS: Executive Director Diane Hawkins

INTERLOCAL AGREEMENT: City of Lafayette & Tippecanoe County

Mrs. Hawkins explained that this Interlocal Agreement between the City of Lafayette and the Commissioners provides for the sharing of each party's GIS data effective through December 31, 2005.

Attorney Luhman noted highlights of the following Agreement for the access, copy, and use of mapping data. If the data has to be in a different media or form, the requesting party will pay the cost but the other party is not required to comply.

(quote)

***INTERLOCAL AGREEMENT BETWEEN
THE BOARD OF WORKS OF THE CITY OF LAFAYETTE
AND
THE BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY***

This Interlocal Agreement is made this 3rd day of June, 2002, by and between the Board of Works of the City of Lafayette, Indiana ("City") and the Board of Commissioners of Tippecanoe County, Indiana ("County") and the parties hereto agree as follows:

1. The City and the County agree that it is in their mutual best interest to share, provide access, copy and utilize each others electronic geographical information system mapping data (hereinafter "Mapping Data"), for the purposes of eliminating duplication of services, and promoting efficient use of governmental resources.

2. The County agrees to permit the City to access, copy and use the Mapping Data, routinely maintained by the County, which may from time to time include, without limitation thereby, orthophotography, topography, transportation, hydrology, zoning, land use and parcel data, both existing data and data to be possessed in the future, at no cost to the City other than whatever computer hardware or software the City finds necessary in order for the City to transfer the information from the County to the City whether it be by disk, tape, modem or other means of electronic data transfer. The County is under no obligation to the City to provide the requested data in a format or medium that is not readily available to the County.

3. The City agrees to permit the County to access, copy and use the Mapping Data, routinely maintained by the City, which may from time to time include, without limitation thereby, orthophotography, topography, transportation, hydrology, zoning, land use and parcel data, both existing data and data to be possessed in the future, at no cost to the County other than whatever computer hardware or software the County finds necessary in order for the County to transfer the information from the City to the County whether it be by disk, tape, modem or other means of electronic data transfer. The City is under no obligation to the County to provide the requested data in a format or medium that is not readily available to the City.

4. The City and County agree to jointly develop digital data standards to facilitate sharing of information.

5. The City and County agree to coordinate the development of applications for use with their geographic information systems and to coordinate their data collection, maintenance and updating efforts.

6. The Mapping Data, which is the subject of this Agreement, is intangible property; the County is deemed to be the owner of the Mapping Data originating with the County, and the City is deemed to be the owner of the Mapping Data originating with the City. As a material term of this Agreement the City agrees to not sell any of the Mapping Data or give away an electronic copy of any of the Mapping Data it receives from the County as a result of this Agreement, and the County agrees not to sell any of the Mapping Data or give away an electronic copy of any of the Mapping Data it receives from the City as a result of the Agreement. The party receiving transfer of the Mapping Data shall not alter the master version of the Mapping Data but may alter copies of the Mapping Data, which are controlled by the recipient of the Mapping Data.

7. The parties agree to indemnify and hold harmless each other and their respective officers and employees from and against any and all claims, suits, and liabilities of any kind or character which result or arise from any act or omission arising from or connected with the performance of any of the duties and responsibilities by the parties under this Agreement. Each party agrees that there are no warranties or representations with

regards to the accuracy of the information that is being supplied by each party.

8. This Agreement shall be in full force and effect upon signing by the parties hereto, and shall be in effect through December 31, 2005. This Agreement shall automatically renew for succeeding one year terms unless either party delivers a written Notice of Intent to Not Renew to the other party at least 30 days prior to the date of expiration of any automatic renewal of this Agreement. This Agreement may be partially or completely terminated by either party, without cause, upon 60 days written notice of termination delivered to the other party.

9. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

10. Upon termination of this Agreement, each party is entitled to retain Mapping Data obtained under the Agreement and prior to the termination of this Agreement. Each party's obligation to not sell or give away the Mapping Data shall survive the termination of this Agreement.

Dated: 5-28-02

Dated: 6-3-02

CITY OF LAFAYETTE

/s/Dave Heath, Mayor

BOARD OF WORKS

/s/Rebecca Miller, President

/s/James A. Andres

Rex Bowman

/s/Robert A. Griffiths

/s/Lisa Decker

Attest:

Rebecca Hatton

(unquote)

**TIPPECANOE COUNTY BOARD
OF COMMISSIONERS**

John Knochel, President

KD Benson, Vice President

Ruth Shedd, Member

Attest:

Robert A. Plantenga, Auditor

Commissioner Benson said she sees this as a big step toward cooperation and an opportunity to save money. It was noted that the City of West Lafayette opted not to participate because they share data with Purdue University.

- Commissioner Shedd moved to approve the Interlocal Agreement with the Lafayette Board of Works for sharing GIS data, seconded by Commissioner Benson; motion carried.

AUTHORIZED USER SERVICE AGREEMENT: Intelenet Commission

Mrs. Hawkins requested approval of the Authorized User Service Agreement with Intelenet Commission to provide long distance carrier service. She is changing the County's long distance carrier from AT&T to Quest and Intelenet will provide that service. Mrs. Hawkins estimated a monthly savings of \$300 to \$500.

- Commissioner Shedd moved to approve the Authorized User Service Agreement with Intelenet Commission, seconded by Commissioner Benson; motion carried.

SERVICES MASTER AGREEMENT & TAX SALE SUPPORT SERVICES ADDENDUM: SRI, Inc.

Representative Jon Ogle said SRI, Inc. has been providing Tax Sale services for approximately 12 years and now serves 73 Indiana counties. Administration of the Treasurer's Tax Sale, held in September, from start to finish will commence on July 1, 2002 if the Agreement is approved today. The services they will provide and the fees charged appear in the following Addendum:

(quote)

TAX SALE SUPPORT SERVICES ADDENDUM

As part of and in accordance with the SRI Services Master Agreement (the "Agreement") between SRI, Incorporated ("SRI") and the undersigned (the "County"), the County elects to obtain and, upon acceptance hereof, SRI agrees to provide in accordance with the terms of the Agreement and this Addendum, tax sale support services more specifically described in the following:

1. **Description of Services.**

- (a) From various reports, data and information to be provided by the County Auditor and the County Treasurer, SRI will:
 - (i) prepare a list of properties for which taxes and/or special assessments are delinquent;
 - (ii) prepare all notices for mailing, publication and posting as required by statute;
 - (iii) prepare all updated lists as required by statute;
 - (iv) prepare all forms and records as prescribed or approved by the State Board of Accounts;
 - (v) Clerk the tax sale and record disposition of all properties offered for sale;
 - (vi) update the tax sale record for all redemptions or deeds issued; and
 - (vii) provide any and all other services as agreed to pursuant to a work plan presented to and approved by the County Auditor and County Treasurer (the "Work Plan")
- (b) The County through the County Auditor and County Treasurer, respectively as their duties require, shall provide:
 - (i) all necessary information and records as requested by SRI to prepare the required lists;
 - (ii) review of all information prepared for accuracy;
 - (iii) updates as required by statute and reasonably requested by SRI;
 - (iv) and file all petitions with the Court as required by statute, and
 - (v) all documents, information and assistance as agreed to in the Work Plan.

2. **Fees and Expenses.** In consideration for the services provided by SRI pursuant to this Addendum and subject to the terms and conditions of the Agreement, the County agrees to bill each property owner a fee of Fifty Dollars (\$50.00) for each parcel listed on the Certified List as a "cost of sale" as provided in I.C. §

6-1.1-24-2(a)(3)(d)(ii) (the "Service Fee"). The Service Fee shall be collected by the County on all parcels included on the Certified List and remitted to SRI upon collection and receipt of an invoice for the Service Fees from SRI. The County shall prepare and deliver to SRI a report of all payments made by property owners with respect to properties listed on the Certified List as provided in the Work Plan, beginning on the Effective Date. In addition to collecting the Service Fee, the County shall be responsible for and pay all costs of publication and all postage costs related to the mailing of any notice required by statute. The County shall further pay to SRI an additional fee of \$5.00 for each parcel and all postage costs for any Courtesy Letter required under the Work Plan which costs may also be billed to each property owner as a "cost of sale".

3. **Disclosure of Information.** SRI recognizes and acknowledges that it will have access to certain confidential information of Customer and such other entities. SRI will not during, or after, the term of this Agreement, disclose any such confidential information to any person or firm, corporation, association, or any other entity for any reason or purpose whatsoever, unless required by law or upon the prior written consent of the Customer. In the event of a breach or a threatened breach by SRI of the provisions of this paragraph, the Customer shall be entitled to an injunction enjoining SRI from disclosing, in whole or in part, such confidential information.

This Addendum is effective June 3, 2002 (the "Effective Date").

Recommended by:

Tippecanoe Auditor

Tippecanoe Treasurer

Tippecanoe, Indiana
By and through its BOARD OF
COMMISSIONERS

By: _____
Printed: _____
Its: _____
Date: _____

ACCEPTED:

SRI, Incorporated

By: _____

Printed: James E. Hughes

Its: President

Date: _____

(unquote)

Auditor Plantenga explained that the \$50.00 fee per parcel on the certified list will be a user fee that is added to the cost of the property. He said this service by SRI will eliminate work for the Auditor's and Treasurer's Offices. Mr. Ogle said if there is no bid, SRI will not bill the County until the property is sold. If the property is deeded to the Commissioners and is sold at a Commissioners' Sale, SRI will bill on a percentage basis. Auditor Plantenga said the County will save money because, since Tax Sale Laws change every year, SRI will be called as a resource rather than the County Attorney. Attorney Luhman said he will still file the petition in the court for the Order for the Sale but SRI will help the Auditor and Treasurer prepare all the documentation.

- Commissioner Shedd moved to approve the Master Service Agreement with SRI, Inc., seconded by Commissioner Benson; motion carried.

PERF 2003 EMPLOYER CONTRIBUTION RATE: Human Resources Director Frank Cederquist

Mr. Cederquist announced that PERF established the County's employer contribution rate for the period beginning January 1, 2003 at 4.75%. This rate does not include the 3% employee annuity savings account contribution.

Vice President Benson acknowledged receipt of this information.

CONSULTING AGREEMENT: D. B Englehart & Associates: Human Resources Director Frank Cederquist

Mr. Cederquist requested the Commissioners' approval of the Consulting Agreement with D. B. Englehart & Associates in the amount of \$500 to negotiate with an insurance carrier for the plan transition that will occur August 1, 2002.

- Commissioner Shedd moved to approve the Consulting Agreement with D. B. Englehart & Associates in the amount of \$500 to negotiate a contract with an insurance carrier on the County's behalf, seconded by Commissioner Benson; motion carried.

GREATER WABASH RIVER RESOURCE, CONSERVATION, & DEVELOPMENT COUNCIL

Vice President Benson announced the Commissioners will appoint three (3) members to the RC&D Council at their next meeting. Anyone interested in serving should contact the Commissioners.

SMITH STREET PROPERTY SALE

Attorney Luhman announced that a neighbor has expressed interest in purchasing a small County-owned parcel located on Smith Street in Lafayette. Certified Level II Appraisers Bob McKee and Lewis Beeler submitted an appraisal of \$1,000 for this unbuildable parcel. If the Commissioners approve, Mr. Luhman said he will prepare the legal advertisement of the Commissioners' intent to accept bids on the property for 10 days commencing on July 1, 2002 with the hope of receiving the minimum bid of \$1,000 plus the costs of the sale.

- Commissioner Shedd moved to direct the County Attorney to advertise the Commissioners' intent to accept bids on the Smith Street property, seconded by Commissioner Benson; motion carried.

REPORTS

A report from Legal Aid is on file in the Commissioners' Office for review.

PUBLIC COMMENT

None.

ADJOURNMENT

- Commissioner Shedd moved to adjourn, seconded by Commissioner Benson; motion carried.

Robert A. Plantenga, Auditor

**BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE**

John L. Knochel, President

KD Benson, Vice President

Ruth E. Shedd, Member

ATTEST:

Robert A. Plantenga, Auditor